



Express Mail No. EV475141793US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Cassel Confirmation No.: 3378  
Serial No.: 10/669,365 Art Unit: 1618  
Filed: September 25, 2003 Examiner: Vickie Y. Kim  
For: LOCAL PREVENTION OR AMELIORATION OF PAIN  
FROM SURGICALLY CLOSED WOUNDS Attorney Docket No.: 10071-036-999

TERMINAL DISCLAIMER

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The fee for processing the attached Terminal Disclaimer is believed to be \$110.00. Please charge the required fee to Jones Day Deposit Account No. 50-3013. A copy of this sheet is attached for accounting purposes.

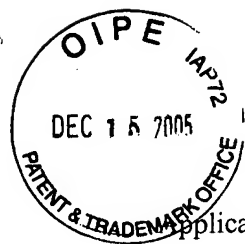
Respectfully submitted,

Date: December 15, 2005

Samuel B. Abrams 30,605  
Samuel B. Abrams (Reg. No.)

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Michael J. Ryan (Reg. No.)

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Mr. Scott Kozak represents that he holds the position of Vice-President, Business Development of EpiCept Corporation, the assignee of the entire right, title and interest in and to the above identified application by virtue of an assignment from R. Douglas Cassel to American Pharmed Labs, Inc. that was recorded on October 25, 1999 at reel 010343 frame 0755 in U.S. Patent Application No. 09/425,925; and a name change from American Pharmed Labs, Inc. to EpiCept Corporation that was recorded on May 14, 2003 at Reel 014066 Frame 0012. The above-identified application is a continuation of U.S. Patent Application No. 10/137,685, which, in turn is a continuation of U.S. Patent Application No. 09/425,925.

Petitioner hereby disclaims the terminal part of any patent granted on the above identified application which would extend beyond the expiration date of U.S. Patent No. 6,383,511 B1 which issued on May 7, 2002 or which would extend beyond the expiration date of U.S. Patent No. 6,645,521 B2 which issued on November 11, 2003 and hereby agrees that any patent so granted on the above identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. U.S. Patent No. 6,383,511 B1 and to U.S. Patent No. 6,645,521 B2.

Petitioner further agrees that this agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantee, its successors, and assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent No. 6,383,511 B1 in the event that said patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all

claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

Petitioner also does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent No. 6,645,521 B2 in the event that said patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

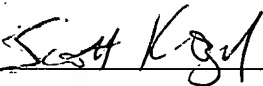
Petitioner hereby confirms that he has reviewed the assignment and, to the best of his knowledge and belief, title is in the assignee seeking to take action in this matter and that he is empowered to act on behalf of EpiCept Corporation.

Petitioner hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 13<sup>th</sup> day of December, 2005.

**EpiCept Corporation**

By: \_\_\_\_\_



Name: Mr. Scott Kozak

Position: Vice-President, Business Development